

**PARTICIPANT RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT
(READ CAREFULLY BEFORE SIGNING)**

IN CONSIDERATION for the below participant to utilize the facilities, services and/or activities described as follows: ("EVENT(S)") _____
_____, EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, and next of kin agrees that:

1. THE PARTICIPANT acknowledges and agrees that DAI, LLC (the "ORGANIZER") has maintained the premises at _____
_____ (the "PREMISES") in a reasonably well-maintained condition for the purposes ORGANIZER normally utilizes the premises. THE PARTICIPANT warrants that they have made their own independent inspection of the PREMISES and warrants that their entry therein and/or the PARTICIPANT'S participation constitutes an acknowledgment that they have inspected the PREMISES and find it safe and reasonably suited for the purpose of its use. The undersigned agree that if at any time in the PREMISES they believe something is unsafe, it will be brought to the attention of ORGANIZER, and they will remove themselves from the PREMISES and the PARTICIPANT will withdraw from participation in the EVENT(S).

2. THE PARTICIPANT HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of the Releasees (as identified below) or otherwise, while in or upon the PREMISES for any purpose and/or while participating in any way in the EVENT(S). The undersigned recognize and understand that there are risks and dangers associated with participation in the EVENT(S) and admission within the PREMISES could cause severe bodily injury, disability and death. Further, the risks and dangers may be caused by the negligent failure to act of the Releasees and others. All of the risks and dangers associated with participating in the EVENT(S) and/or entry into the PREMISES are assumed notwithstanding.

3. THE PARTICIPANT releases, waives, discharges, holds harmless and covenants not to sue the Organizer, their directors, officers, agents, and employees, all for the purpose herein referred to as "Releasees," from all liability to ourselves, the undersigned, our personal representatives, insurance companies, medical companies, assigns, executors, heirs, and next of kin for any and all claims, demands, losses or damages of the PARTICIPANT and/or parent, family member, guardian on account of any injury including, but not limited to, the death or injury of the PARTICIPANT or damage to property, all of which is caused or alleged to be caused by the negligence of the Releasees or otherwise.

4. THE PARTICIPANT hereby agrees to indemnify, and save and hold harmless, the Releasees and each of them from loss, liability damage, or cost they may occur due, in any manner or degree, to the presence of the PARTICIPANT in the PREMISES, or related in any way to their participation in, or presence at, the EVENT(S) and whether caused by negligence of the Releasees or otherwise. The parent, family members and/or guardian further recognize and agree they are executing this Waiver and Release of Liability and Indemnity Agreement on behalf of themselves and on behalf of the PARTICIPANT.

5. This Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State or Province in which the EVENT(S) is/are conducted, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

6. **Intellectual Property.** Applicant acknowledges and agrees that if Applicant receives coaching services from Studio that all workout plans, training schedules and other materials developed by Studio for use by Applicant remain the sole property of Studio and/or its agents. Applicant acknowledges that improper or unpermitted use of these materials will result in significant harm to Studio. Applicant agrees that such damages will be difficult to determine, and therefore agrees to pay liquidated damages in the amount of \$1,000 for any improper or unpermitted use of these materials.

THE PARTICIPANT HAS READ AND VOLUNTARILY SIGNS THE WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND DOES SO VOLUNTARILY AND WITH THE UNDERSTANDING THAT SUBSTANTIAL RIGHTS ARE BEING GIVEN UP. WE FURTHER ACKNOWLEDGE THAT FAILURE TO NOTARIZE THIS AGREEMENT SHALL NOT AFFECT ITS VALIDITY.

I HAVE READ THIS RELEASE

PARTICIPANT (Signature)

Participant /Father/Mother/Guardian
(Circle One)

Date: _____

Printed Name of Participant: _____ D.O.B. _____